The Village of Northfield

REGULAR COUNCIL MEETING

Agenda - May 25, 2016

Pledge of Allegiance

Call to Order; Roll Call; Approval of Minutes

Presentation of Petitions, Memorials and Remonstrances

Reports of Municipal Officers:

Jesse J. Nehez, Mayor Tricia Ingrassia, Finance Director Richard Wasosky, Engineer Brad Bryan, Law Director

Department Heads:

Mark Wentz, Police Chief Jason Buss, Fire Chief Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:

Alan Hipps, Planning Commission Mayor Nehez, Recreation Board Beatrice Greenlee, Cemetery Board

Reports of Standing Committees:

Nicholas Magistrelli, Finance
James Daugherty, Roads/Public Works
Renell Noack, Health and Welfare
Gary Vojtush, Wages and Working Conditions
Jennifer Domzalski, Fire and Safety
Alan Hipps, Buildings and Grounds

Legislation:

2016-40 – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Alex Simon as a Part-Time Police Officer. (First Reading)

2016-41 – An Emergency Ordinance to Approve the Editing and Inclusion of Certain Ordinances as Parts of the Various Component Codes of the Codified Ordinances; to Approve, Adopt, Enact,

and Publish New Matter in the Updated and Revised Codified Ordinances; and to Repeal Ordinances and Resolutions in Conflict Therewith. (First Reading)

- 2016-42 An Emergency Resolution Authorizing the Purchase of A 2017 Ford Police Interceptor Utility Vehicle for Police Department Use. (First Reading)
- 2016-43 An Emergency Resolution Authorizing the Mayor to Enter into a Software Licensing Agreement with Software Solutions, Inc. for eGovProfessional Software for Finance Department Use. (First Reading)
- 2016-44 An Emergency Resolution Authorizing the Mayor to Enter into a Lease and Maintenance Agreement with Toshiba Financial Services For a Village Hall Copier. (First Reading)
- 2016-45 An Emergency Resolution Authorizing Certain Amendments to the 2016 Appropriation Resolution and/or Transferring Items Already Appropriated in that Resolution. (First Reading)

Old Business; New Business; Announcements; Adjournment

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-40 AN EMERGENCY RESOLUTION CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF ALEX SIMON AS A PART-TIME POLICE OFFICER

WHEREAS, the Village's Police Department is in immediate need of additional part-time police officers; and

WHEREAS, the Village's Mayor/Director of Public Safety, Police Chief, and Council have determined that Alex Simon is qualified for appointment to the position of Part-Time Police Officer.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

<u>SECTION 1.</u> That the Mayor/Director of Public Safety's appointment of Alex Simon as a Part-Time Police Officer is hereby confirmed, effective immediately.

<u>SECTION 2.</u> That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

<u>SECTION 3.</u> That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

of, 2016.	have hereunto set our hands this day
	Nicholas Magistrelli, Pres. Pro-Tem of Council
Approved as to Legal Form.	Jesse J. Nehez, Mayor
	Bradric T. Bryan, Director of Law
Ohio, do hereby certify that the foreg	ouncil of the Village of Northfield, Summit County oing Resolution was duly and regularly passed by day of, 2016.
	Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD ORDINANCE NO. 2016-41

AN EMERGENCY ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO APPROVE, ADOPT, ENACT, AND PUBLISH NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; AND TO REPEAL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the Village; and

WHEREAS, various ordinances and resolutions of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances (previously updated through December 31, 2014) have been included in the Codified Ordinances of the Village; and

WHEREAS, certain changes were made in the Codified Ordinances to bring Village law into conformity with State law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the editing, arrangement and numbering or renumbering of the following ordinances and resolutions and parts of ordinances and resolutions are hereby approved as parts of the various component codes of the Codified Ordinances of the Village, so as to conform to the classification and numbering system of the Code:

Ord. No: 2015-06 2015-32 2015-33 2015-40 2015-65 2015-66 2015-67 2015-70 2015-73 2015-74 2015-75 2015-76 2015-81 2015-96	Date 4-08-15 5-27-15 5-27-15 7-22-15 7-22-15 10-14-15 10-14-15 11-21-15 12-09-15 12-30-15 12-30-15 12-30-15 12-30-15	C.O. Section 1446.01-1446.03, 1446.99 246.01-246.04, 246.06-246.10 1060.08 220.02 222.01 410.06 (repeals 410.09, 410.10) 432.38 660.07 618.07, 618.14 (repeals 618.15) 891.01-891.20, 891.97-891.99 892.01 446.03 210.01 246.08 246.10
2015-96 2015-97	12-30-15 12-30-15	246.10 246.10, 258.08
2015-97	12-30-15	240.10, 200.00

SECTION 2. That the following sections are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

432.20, 432.26, 434.01, 436.01, 436.035, 436.09, 436.14, 442.01, 442.03, 442.04, 442.05, 442.07, 444.02, 452.04, 452.05, 452.06, 606.06, 606.07, 606.08, 608.01, 608.12, 608.16 612.07, 618.05 624.01, 636.10, 636.11, 660.08, 678.01, 678.10, 678.15, and 698.02(d)

SECTION 3. That the following section is hereby deleted:

414.11 Traffic law photo-monitoring devices.

SECTION 4. That all ordinances and resolutions and parts thereof that are in conflict with any of the provisions of the new matter approved, adopted and enacted by Section 2 hereof are hereby repealed, except as follows:

- (a) The enactment of such new matter shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision or to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to December 31, 2015.

SECTION 5. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 6. That this ordinance is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield in that it is necessary to have an up-to-date Code of Ordinances that is consistent with State law as required by Article XVIII, Section 3, of the Ohio Constitution with which to administer the affairs of the Village, ensure law and order, and avoid practical and legal entanglements, and that this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of the time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

ORDINANCE NO. 2016-41 PAGE THREE

IN WITNESS WHEREOF, we h	nave hereunto set our hands this day of
	Nicholas Magistrelli, Pres. Pro-Tem of Counci
	Jesse J. Nehez, Mayor
Approved as to Legal Form.	Bradric T. Bryan Director of Law
Ohio do hereby certify that the forego	uncil of the Village of Northfield, Summit County, ing ordinance was duly and regularly passed by day of, 2016.
	Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-42 AN EMERGENCY RESOLUTION AUTHORIZING THE PURCHASE A 2017 FORD POLICE INTERCEPTOR UTILITY VEHICLE FOR POLICE DEPARTMENT USE

WHEREAS, the Police Department is in need of another patrol vehicle; and WHEREAS, formal advertisement and bidding are not required if purchases are made through the State's Cooperative Purchasing Program as managed by the Ohio Department of Transportation; and

WHEREAS, the Police Department desires to purchase a 2017 Ford Police Interceptor Utility Vehicle from Park Ford of Tallmadge, Ohio at the state-bid price; and WHEREAS, Council desires to authorize the purchase of the above vehicle.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield,

County of Summit, and State of Ohio:

SECTION 1. That the Mayor is hereby and herein authorized and directed to purchase a 2017 Ford Police Interceptor Utility Vehicle pursuant to the State of Ohio Department of Transportation specifications from Park Ford of Tallmadge, Ohio at the state-bid price of Twenty-Seven Thousand Two Hundred Dollars (\$27,200).

SECTION 2. That the Village of Northfield agrees to hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(B), including the purchase authorized by this Ordinance.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the operation of the Police Department and protect the safety and welfare of the Village residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

Mayor, as the case may be, pursuant in WITNESS WHEREOF, we, 2016.	have hereunto set our hands this day o
	Nicholas Magistrelli, Pres. Pro-Tem of Council
	Jesse J. Nehez, Mayor
Approved as to Legal Form.	Bradric T. Bryan, Director of Law
I, Tricia Ingrassia, Clerk of Cou Ohio, do hereby certify that the forego Council at a meeting held on the	ncil of the Village of Northfield, Summit County, ing Ordinance was duly and regularly passed by, 2016.

Tricia Ingrassia, Clerk of Council

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21L	FRONT AUX LIGHT	55Ó	TOTAL B	ASE AND OPTIONS	33705
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51R	DRV LED SPT LMP	395	*THIS I	S NOT AN INVOIC	E *
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PRICE FOR NORTHFIELD \$27,200

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-43 AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SOFTWARE LICENSING AGREEMENT WITH SOFTWARE SOLUTIONS, INC. FOR eGovProfessional Software FOR FINANCE DEPARTMENT USE

WHEREAS, the Director of Finance has determined that the Village needs improved software to permit her to perform the functions of her department efficiently; and

WHEREAS, as a RITA member, the Village is entitled to receive a substantial discount on the software that has been determined to best fit the Village's needs; and

WHEREAS, Council desires to authorize the Mayor to purchase and enter into a Software Licensing Agreement with Software Solutions, Inc. for certain eGovProfessional Software for Finance Department use.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield,

County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into the attached Software Licensing Agreement with Software Solutions, Inc. of Lebanon, Ohio for the purchase and licensing of eGovProfessional Software for Finance Department use. The price of the software, license, and necessary training and support, with the \$2,340 RITA member discount, is \$16,455, as set forth in the Quote that is attached hereto.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the efficient operation of a municipal department, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

Village of Northfield Charter Se	ection 4.11.
IN WITNESS WHEREO	F, we have hereunto set our hands this day of 16.
,,	. • •
	Nicholas Magistrelli, President Pro-Tem of Council
	Jesse J. Nehez, Mayor
Approved as to Legal Form.	De die T. De on Director of Law
	Bradric T. Bryan, Director of Law
do hereby certify that the forego	of Council of the Village of Northfield, Summit County, Ohio, ling Resolution was duly and regularly passed by Council at ay of, 2016.
	Tricia Ingrassia, Clerk of Council



Personal Attention. Public Solutions. Phone: 1-800-686-9578 - Fax: 513-932-4058 - Email: sales@mysoftwaresolutions.com

Sold To: Northfield, Village of

Tricia Ingrassia 10455 Northfield Rd. Northfield, OH 44067

eMail: Phone: tingrassia@att.net (440)248-1188

Fax:

QUOTE Quote# Date Rep SSIQ4470-02 05/18/16 Rick

P.O. Number

Ship Via

Ship To: RITA

> Ralph M. Glatzhofer 10107 Brecksville Rd. Brecksville, OH

USA

eMail:

rglatzhofer@ritaohio.com

Phone: Fax:

330-468-4367

(440)526-4335

Qty	Description	Unit Price	Ext. Price
	eGovProfessional Software		
1	eGovProfessional Financial Management 1 User	\$7,100.00	\$7,100.00
1	eGovProfessional Payroll 1 User	\$4,600.00	\$4,600.00
1	RITA Customer Discount	-\$2,340.00	-\$2,340.00
	SubTotal		\$9,360.00
1	Crystal Reports Standard Edition with one ODBC seat and a startup library of reports	\$695.00	\$695.00
	SubTotal		\$695.00
	Professional Services		
1	eGovProfessional Access License (First user)	\$2,086.00	\$2,086.00
1	No data conversion. Training provided by RITA.	\$0.00	\$0.00
	SubTotal		\$2,086.00
	OPTIONS:		
0	On-site training provided by Software Solutions (per day) (Optional)	\$1,150.00	\$0.00
1	Annual Silver Support costs for eGovProfessional Software	\$4,304.00	\$4,304.00
		TOTAL	\$16,445.00

Software prices quoted are valid for 90 days.	
Client will be direct customer of Software Solutions. RITA will do initing required by Software Solutions will be at the \$1,150 per day as listed	tial setup and training of the system. Services d optionally in the quote.
To proceed with this order, please return the signed quote and Softwaresolutions.com or Fax: 513-932-4058	ware Licensing Agreement to Karen Steele.
Authorizing Signature	_
PO Number	_
Date	_
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SOFTWARE LICENSING AGREEMENT

Ohio	Agreement this day of (hereinafter referred to	as "Softwa	, 20, by re Solutions"	and between	en SOFTWARE village of	SOLUTIONS, INC f Northfield	., Lebanon, (hereinafte:
referre	ed to as "Licensee").	- PECCETEMION	TICENSE FEES.	AND TRAIN	ING		

PURPOSE OF AGREEMENT, SOFTWARE DESCRIPTION, LICENSE FEES, AND TRAINING

- 1. The purpose of this Agreement is to state the terms and conditions under which SOFTWARE SOLUTIONS will grant to Licensee a nonexclusive license to use and operate certain proprietary computer programs and related documentation identified and described more fully in paragraph 2 below.
- The computer programs which are the subject to this Agreement and the fees to be paid by Licensee therefore shall consist of the following:
- See attached quote #4470-02. 3. The sole computer hardware and related equipment (the "Hardware" upon which the Programs will be installed and are authorized to be operated as follows: Windows 7 & 8 Professional workstations and Windows 2008 or 2012 Server

- For purposes of this Agreement, the term "SOFTWARE SOLUTIONS Programs" shall be deemed to refer to those computer programs and related documentation specifically identified and described above in Section A(2) above and all other computer programs and related documentation which SOFTWARE SOLUTIONS and Licensee agree in writing to have included under Section A(2) of this Agreement. Unless the context otherwise requires, the term "SOFTWARE SOLUTIONS Programs", as used in this Agreement, shall also include all versions, corrections, enhancements and improvements furnished or required to be furnished by SOFTWARE SOLUTIONS under or pursuant to the terms of this Agreement.
- 2. For purposes of this Agreement, the term "Third Party Programs" shall be deemed to refer to those computer programs and related documentation identified and described above in the attachment to this Agreement and all other computer programs and related documentation which SOFTWARE SOLUTIONS and Licensee agree in writing to have included under the attachment to this Agreement. With respect to each such additional computer program, the parties shall formally amend this Agreement to incorporate the same and shall specify any license fees or other terms and conditions unique to such program. Unless the context otherwise requires, the term "Third Party Program", as used in this Agreement, shall also include all versions, corrections, enhancements and improvements furnished or required to be furnished by SOFTWARE SOLUTIONS under or pursuant to the terms of this Agreement.
- 3. For purposes of this Agreement, the term "Programs" shall be deemed to refer collectively to both the SOFTWARE SOLUTIONS Programs and the Third Party Programs, as those terms are defined above.
- 4. For purposes of this Agreement the term "Specifications" shall be deemed to mean the specifications of the Programs set forth in the user manuals supplied to Licensee by SOFTWARE SOLUTIONS hereunder.
- 5. For purposes of this Agreement, the terms "Problems or Defects" shall mean any failure of the Programs to operate in substantial compliance with the Specifications.

LICENSE FEES AND PAYMENT TERMS

- In consideration of the License granted hereunder, Licensee agrees to pay SOFTWARE SOLUTIONS the License Fees set forth in paragraph A2 of this Agreement according to the following
- The payment for each software module is due when that module is delivered. The payment for training and services is due as these are performed. Where applicable, there
- 2. The License Fees set forth in this Agreement do not include any taxes. shall be added to such License Fees amounts equal to any taxes (however designated, levied, or based) on such License Fees, on this Agreement or on the Programs or their use, including, but not limited to, state and local privilege or excise taxes, if applicable.

SCOPE AND NATURE OF LICENSE GRANTED

- 1. SOFTWARE SOLUTIONS hereby grants to Licensee on, and only on, the Hardware (a) a non-exclusive right to use and operate the SOFTWARE SOLUTIONS Programs subject to the terms and conditions of this Agreement, and (b) a non-exclusive right to use and operate the Third Party Programs subject to the terms and conditions of this Agreement and to SSI's rights and obligations under its license agreement(s) with the licensor(s) of the Third Party Programs.
- It is mutually agreed that this Agreement involves a right and license for the use and operation of the Programs and that nothing contained herein shall be deemed to convey any title or ownership interest in the Programs to Licensee. It further is mutually agreed that nothing in this Agreement grants, or should be construed to grant, Licensee the right to give, market or sublicense the Programs to any third party without the express written consent of SSI.
- TERM AND TERMINATION OF AGREEMENT
- The term of this Agreement shall commence effective on the date first written above and shall continue in perpetuity, unless terminated as provided in paragraphs 2 or 3 below of this Section E.

- SOFTWARE SOLUTIONS shall have the right upon 30 days written notice to terminate this Agreement and all rights and privileges granted hereunder if:
- (a) Licensee defaults in its obligations to timely pay the License Fees or other such charges specified in this Agreement and such default continues for a period of 30 days, or
- (b) Licensee defaults in any other of its obligations under this Agreement and fails to cure such default within 30 days after written notice of such default to Licensee, or
- (c) Licensee shall (i) become insolvent, however evidenced, (ii) make a general assignment for the benefit of creditors, (iii) file or have filed against it a petition in bankruptcy, for a reorganization or an arrangement or for a receiver, trustee or similar creditors' representative for Licensee's property or assets or any part thereof, or any other proceeding under any federal or state insolvency law, and the same shall not have been dismissed or discharged within 60 days of such filing.
- Licensee shall have the right upon 30 days written notice to terminate this Agreement and all rights and privileges granted hereunder if:
- (a) SOFTWARE SOLUTIONS defaults in any of its obligations under this Agreement (including, but not limited to, its obligations under Section F of this Agreement with respect to completing installation of the Programs) and fails to cure such default within 30 days after written notice of such default to SSI, or
- (b) SOFTWARE SOLUTIONS shall (i) become insolvent, however, evidenced, (ii) make a general assignment for the benefit of creditors, (iii) file or have filed against it a petition in bankruptcy, for a reorganization or an arrangement or for a receiver, trustee or similar creditors' representative for Licensee's property or assets or any part thereof, or any other proceeding under any federal or state insolvency law, and the same shall not have been dismissed or discharged within 60 days of such filing.
- Within thirty days of the date of termination of this Agreement by either party for any reason, Licensee shall return to SOFTWARE SOLUTIONS the original Programs and any copies thereof in its possession, custody or control, including any and all physical embodiments, documentation, or other materials or copies related to such Programs, and shall also erase from all computer storage any image or copies thereof. Contemporaneously with the return or destruction of such property, Licensee shall certify in writing to SOFTWARE SOLUTIONS that the original and all copies of such property have been returned to SOFTWARE SOLUTIONS or destroyed. The parties hereto understand and agree that it is the purpose of this paragraph E(4) to protect SSI's and certain third party licensors' proprietary interest in the Programs and to prevent the unauthorized copying or use of the Programs after termination of this Agreement. In accordance with that purpose, the parties further understand and agree that nothing contained in this paragraph E(4) shall be construed to bar or prohibit Licensee from retaining after termination of this Agreement copies of reports, listings or other forms of computer printed output which consist of Licensee's own processed or raw data or other such information in which SOFTWARE SOLUTIONS or third party licensors have no proprietary interest.
- Licensee understands and agrees that in the event of termination of this Agreement by either party for any reason other than a default by SOFTWARE SOLUTIONS of its obligations hereunder, all license fees or other such charges already paid by it to SOFTWARE SOLUTIONS hereunder as of the date of termination are nonrefundable and shall be retained by SOFTWARE SOLUTIONS as at least partial compensation for the services provided and rights granted by SOFTWARE SOLUTIONS hereunder while this Agreement was in effect.
- Notwithstanding any termination of this Agreement for any reason, the terms and conditions set forth in Section G (Limited Warranty and Disclaimer), H (Limitation on Liability and Remedies), I (Intellectual Property Rights), and J (General) of this Agreement shall survive and continue to bind the parties and their legal representatives, successors, heirs and assigns.

F. INSTALLATION AND ACCEPTANCE

- 1. SOFTWARE SOLUTIONS will use its best efforts to commence installation of the Programs as expeditiously as reasonably possible. Licensee understands and agrees, however, that time required for installation of the Programs is subject to factors not entirely within the control of SOFTWARE SOLUTIONS and can only be estimated at this time. SOFTWARE SOLUTIONS shall not be liable for loss or expense of any nature due to a failure to meet a specified installation date or an unanticipated delay in completion of installation.
- . SOFTWARE SOLUTIONS promptly will notify Licensee in writing of the date on which it considers a Program to be completely installed and ready for full use and operation by Licensee. Each Program shall be deemed to be "installed" for purposes of this Agreement (specifically including, but not limited to, for purposes of commencing the limited warranty period set forth in Section G of this Agreement) as of such date regardless of whether any notice of alleged incompleteness has been given by Licensee pursuant to paragraph 3 below of this Section F.
- 3. Upon receipt of the written notice of installation completion referred to in paragraph 2 above of this Section F, Licensee shall have a reasonable time, not to exceed thirty (30) calendar days, to notify SOFTWARE SOLUTIONS in writing of any and all respects in which it believes installation of the Program is not complete. Licensee understands and agrees that its failure to timely give such notice shall constitute acceptance by Licensee that the Programs have been properly and completely installed.
- 4. Upon timely receipt by SOFTWARE SOLUTIONS of the notice referred to in paragraph 3 above of this Section F, SOFTWARE SOLUTIONS promptly will either (a) correct the alleged deficiencies identified by Licensee as preventing the Program from being properly and completely installed, and/or (b) notify Licensee in writing which of such alleged deficiencies it believes either do not exist or otherwise do not render the installation of the Program incomplete.
- 5. In the event that SOFTWARE SOLUTIONS gives Licensee notice pursuant to paragraph 4(b) above of this Section F, Licensee shall have a reasonable time, not to exceed ten (10) calendar days, either to (a) accept the Program as properly and completely installed or (b) notify SOFTWARE SOLUTIONS in writing that it demands that the Licensee Fees it has paid to SOFTWARE SOLUTIONS under this Agreement for the Program be refunded. In the event that Licensee demands such a refund, Licensee agrees upon receipt of such refund to

return the Program to SOFTWARE SOLUTIONS and to waive any rights or claims it might otherwise have hereunder relating to such Program. Licensee further agrees that its failure to timely give SOFTWARE SOLUTIONS such a demand for a refund of License Fees will be deemed to constitute agreement by Licensee that the Program has been properly and completely installed.

- 6. The parties hereto understand and agree that it is the primary purpose of the Section F to establish the dates of completion of installation and acceptance of the Programs for purposes of this Agreement. In accordance with that purpose, the parties further understand and agree that nothing contained in this Section F shall be construed to bar or otherwise limit Licensee's limited warranty rights under Section G of this Agreement with respect to subsequently occurring Problems or Defects in the Programs which are discovered after the dates of completion of installation and acceptance of the Programs.
- G. LIMITED WARRANTY AND WARRANTY DISCLAIMER With respect to the SOFTWARE SOLUTIONS' Programs only, SOFTWARE SOLUTIONS warrants to Licensee that for a period of 180 days after the Licensee is live on any of the initial programs, each SOFTWARE SOLUTIONS' Program will function in accordance with the Specifications if the Programs are properly used and not modified by anyone other than SSI. SOFTWARE SOLUTIONS agrees to address functionality as a part of its Software Support Plan that takes place after this initial installation. As subsequent SOFTWARE SOLUTIONS' Programs move into production they will immediately be defined as part of the Software Support Plan.
- 2. With respect to the Third Party Programs, SOFTWARE SOLUTIONS agrees to use reasonable efforts to correct and/or cause to be corrected any Problems or Defects in such Third Party Programs. SOFTWARE SOLUTIONS further agrees to assign to Licensee as a third party beneficiary during the term of this Agreement any and all warranties (if any) to SOFTWARE SOLUTIONS by the third party licensors of such third party programs.
- Licensee understands and agrees that the Programs, like all other such computer software, are of such complexity that they may have inherent or latent Problems or Defects and agrees that SSI's sole responsibility under this limited warranty provision is to correct and/or use its best efforts to correct such Problems or Defects, if and when they occur, in accordance with paragraphs 1 and 2 above of this Section G. Licensee agrees that during this limited warranty period it will give to SOFTWARE SOLUTIONS prompt written notice of any Problems or Defects experienced by Licensee with the Programs which Licensee believes are covered by this limited warranty provision. Licensee further agrees that the failure to timely give such written notice shall not be deemed to constitute a breach of this Agreement, but shall be deemed to constitute a waiver of any claim by Licensee against SOFTWARE SOLUTIONS hereunder based upon such alleged Problem or Defect with the Programs. For purposes of this notice requirement, Licensee acknowledges and agrees that notice of an alleged Problem or Defect with the SOFTWARE SOLUTIONS Programs shall be deemed untimely if more than one week has elapsed since the date this limited warranty period has expired.
- 4. LICENSEE ACKNOWLEDGES AND AGREES THAT IN THE EVENT SOURCE CODE FOR THE PROGRAMS IS MODIFIED IN ANY WAY BY ANYONE OTHER THAN SOFTWARE SOLUTIONS WITHOUT THE EXPRESS WRITTEN CONSENT OF SSI, WHETHER OR NOT SUCH SOURCE CODE WAS PROVIDED BY OR ACQUIRED FROM SSI, THE LIMITED WARRANTY PROVIDED HEREUNDER SHALL IMMEDIATELY BE TERMINATED, VOID AND OF NO EFFECT, AND ANY FURTHER USE OR OPERATION OF SUCH PROGRAM WILL BE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 5. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

H. LIMITATION ON LIABILITY AND REMEDIES

- In all situations involving performance or nonperformance of a Program accepted by Licensee and in any way warranted under this Agreement, Licensee's sole remedy is (a) as to each SOFTWARE SOLUTIONS Program, to receive the correction by SOFTWARE SOLUTIONS in accordance with the terms and conditions of Section G(1) of this Agreement of identifiable Problems or Defects which are preventing such SOFTWARE SOLUTIONS Program from operating as warranted, and as to each Third Party Program, to receive reasonable efforts by SOFTWARE SOLUTIONS to correct or cause to be corrected in accordance with the terms and conditions of Section G(2) of this Agreement of identifiable Problems or Defects which are preventing such Third Party Program from operating as warranted, or (b) at SSI's option and expense, if after reasonable efforts SOFTWARE SOLUTIONS is unable to make that Program operate as warranted, to receive a replacement by
- 2. For any claim concerning performance or nonperformance by SOFTWARE SOLUTIONS pursuant to, or in any way related to the subject matter of this Agreement (including, but not limited to, any claim that SOFTWARE SOLUTIONS has failed to satisfy its repair and/or replacement obligation under paragraph 1 above of this Section H), Licensee shall be entitled to recover only its actual damages (specifically excluding, however, any indirect, incidental and/or consequential damages excluded by paragraph 3, below, of this Section H) up to, BUT NOT IN EXCESS OF: (1) the total Fees paid by it to SOFTWARE SOLUTIONS under the terms of this Agreement. It is understood and agreed to by Licensee that the foregoing limitation on damages is fair and reasonable adjustment to the uncertain and difficult-to-ascertain damages which might flow from a breach of this Agreement and is not intended to be a penalty, but rather is intended to limit Licensee's recovery of damages hereunder to a reasonable proportion of the damages it may sustain and to be a reasonable allocation by the parties of the business risks inherent in this, as well as any other, contract.
- 3. SOFTWARE SOLUTIONS SHALL NOT BE LIABLE TO LICENSEE, ITS EMPLOYEES, AGENTS OR CUSTOMERS, OR TO ANY THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, INJURY TO PROPERTY, DEATH OF OR INJURY TO ANY PERSON, ANY AND ALL LOSS OR DAMAGES CAUSED BY OR RESULTING FROM FAILURE DUE TO ANY ERROR, INTERRUPTION OR OTHER MALFUNCTION OF OR DEFECT IN THE PROGRAMS, OR ANY OTHER SUCH INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES ARISING IN ANY WAY FROM PERFORMANCE OR NONPERFORMANCE BY SOFTWARE SOLUTIONS OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
- LICENSEE UNDERSTANDS AND AGREES THAT IT IS AND SHALL BE SOLELY RESPONSIBLE FOR ESTABLISHING AND MAINTAINING A PROCEDURE FOR RECONSTRUCTION AND/OR RECOMPILATION OF ANY AND ALL DATA OR INFORMATION LOST OR DESTROYED DURING THE USE, OPERATION, TRANSPORT OR STORAGE OF THE PROGRAMS AND THAT

SOFTWARE SOLUTIONS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES CAUSED BY OR ARISING FROM SUCH LOST OR DESTROYED DATA OR INFORMATION WHICH COULD HAVE BEEN AVOIDED OR PREVENTED HAD CUSTOMER PROPERLY CARRIED OUT ITS RESPONSIBILITY HEREUNDER.

- 5. Neither party shall be liable to the other in any manner for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance by it due to any cause or circumstance beyond its control, including, but not limited to, any failures or delays in performance caused by strikes, lockouts, labor disputes, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws, regulations, orders or policies of any governmental authority, delays in transit or delivery on the part of transportation companies, communication facilities or failures of source of raw materials.
- 6. No action, regardless of form, arising out of or in any way related to the subject matter of this Agreement, may be brought by either party more than two years after the cause of action has arisen; provided, however, that this limitation shall not apply to any action brought by SOFTWARE SOLUTIONS hereunder for infringement of any of its intellectual property rights in the Programs, which action may be brought by SOFTWARE SOLUTIONS within the period prescribed by the applicable statute(s) of limitations.

I. INTELLECTUAL PROPERTY RIGHTS

- 1. Licensee understands that the Programs, and any and all versions, corrections, enhancements and improvements to the Programs, include confidential data and know-how which are claimed as trade secrets or other proprietary information by SOFTWARE SOLUTIONS and/or the licensors of the Third Party Programs. Licensee will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to SOFTWARE SOLUTIONS and/or the licensors of the Third Party Programs (and which has been so identified to Licensee by SSI) and to maintain the Confidentiality of such information, including but not limited to: (a) limiting disclosure only to employees of Licensee having a genuine need to know; (2) instructing its employees having access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (3) effecting sufficient security measures to safeguard such information from theft or from access by unauthorized parties.
- 2. Each party hereto understands and agrees that, in addition to the information contained in the Programs themselves, it may from time to time furnish to the other information and documentation for the purpose of supporting the Programs which is confidential and/or proprietary in nature. Each party agrees to take reasonable precautions to prevent disclosure of information which is proprietary to the other and which is clearly so identified, at minimum to the same extent that it protects its own proprietary information. The obligations of this subsection shall not extend to any items which now or hereafter may be in the public domain (a) in the case of information of Licensee, by acts or omissions not attributable to SOFTWARE SOLUTIONS or (b) in the case of information of SSI, by acts or omissions not attributable to Licensee or its customers. It further is agreed that all such proprietary information so furnished to the other in written form will be returned to the supplying party at its request when its further retention by the other is no longer necessary or upon written demand by the supplying party.
- 3. All natural and statutory rights and powers which arise out of this Agreement, whether in the nature of copyrights, trade secrets, trademarks, service marks, trade names or patents (hereinafter jointly and severally sometimes called "Intellectual Property Rights"), in the Programs shall be and remain in the title of SOFTWARE SOLUTIONS and at its exclusive disposal. SOFTWARE SOLUTIONS reserves the right to use any such rights and powers in the same or other combination or permutation when writing programs for others.
- 4. Licensee agrees that it may copy or reproduce Programs only to the extent reasonably necessary for normal backup purposes and only provide that all such copies and reproductions carry the appropriate copyrights, proprietary information and/or trademark notices of SOFTWARE SOLUTIONS and/or the licensors of the Third Party Programs.
- 5. Licensee recognizes that SOFTWARE SOLUTIONS represents itself and the licensors of the Third Party Programs as having the Intellectual Property Rights (either registered or unregistered) relating to the Programs and Licensee will not directly or indirectly dispute or contest the validity of such rights, or directly or indirectly assist any person in disputing or contesting such rights. J. GENERAL
- 1. All notices, requests and demands required or permitted to be given hereunder shall be deemed sufficient only if in writing and hand delivered or mailed by certified or registered mail, to the appropriate party hereto at the address set forth in the signature line below.
- Nothing in this Agreement shall in any way be construed as creating a partnership, joint venture, agency or employer-employee relationship between Licensee and SSI. Licensee is not authorized to, and shall not undertake or assume, any obligation of any kind, express or implied, or to conduct any business, on behalf of SSI.
- 3. The validity, interpretation and performance of this Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, including but not limited to, the provisions of the Uniform Commercial Code as adopted and codified by the State of Ohio.
- 4. If any provision, in whole or in part, of this Agreement is held illegal or invalid by any court or administrative agency of appropriate jurisdiction, such provision or appropriate portion thereof shall be deemed severable and the illegality or invalidity of such provision or portion thereof shall not affect any of the remaining provisions of this Agreement. In such event, this Agreement shall be construed as if the illegal or invalid provision, or portion thereof, had not been contained in this Agreement.
- The failure of either party to require the performance of any term, condition or provision of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent enforcement of such term, condition or provision nor be deemed a waiver of any subsequent breach.
- 6. Any change in, addition to or waiver of the terms, conditions or provisions of this Agreement shall be binding upon either of the parties only if approved in writing by its authorized representative.

- 7. Licensee shall have the right to assign or otherwise transfer its rights or obligations under this Agreement only with the prior written consent of SSI. In the event of any assignment (whether by consent, operation of law, or otherwise), all covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 8. EACH PARTY ACKNOWLEDGES THAT HE OR ITS AUTHORIZED REPRESENTATIVE HAS READ THIS AGREEMENT, REVIEWED IT WITH COUNSEL, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, EACH PARTY AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, SOFTWARE SOLUTIONS and Licensee have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first written above.

Software Solutions, Inc. 420 East Main Street Lebanon, Ohio 45036	Village of Northfield 10455 Northfield Rd. Northfield, OH 44067
Ву:	Ву:
Title:	Title:

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-44 AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AND MAINTENANCE AGREEMENT WITH TOSHIBA FINANCIAL SERVICES FOR A VILLAGE HALL COPIER

WHEREAS, the Village needs to replace its Village Hall copy machine; and WHEREAS, the Mayor and Director of Finance have investigated the Village's options and have determined that the Toshiba E-S 3555c Model bests suits the Village's needs for the best price; and

WHEREAS, Council desires to authorize the Mayor to enter into a Lease and Maintenance Agreement for a Toshiba E-S 3555c copy/fax/scan machine for Village Hall.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield,

County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into the attached Lease and Maintenance Agreement with Toshiba Financial Services for a Toshiba E-S 3555c copy/fax/scan machine for Village Hall with the equipment set forth in the attached Agreement. The Agreement provides for 63 monthly payments of \$249.80, a \$75 one time documentation fee, and the excess of 3000 copies per month and color image charges set forth in the Agreement.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the efficient operation of Village Hall, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREC	OF, we have hereunto set our hands this day of O16.
	Nicholas Magistrelli, President Pro-Tem of Council
	Jesse J. Nehez, Mayor
Approved as to Legal Form.	Bradric T. Bryan, Director of Law
do hereby certify that the foreg	of Council of the Village of Northfield, Summit County, Ohio, oing Resolution was duly and regularly passed by Council at lay of, 2016.
	Tricia Ingrassia, Clerk of Council

TOSHIBA BUSINESS SOLUTIONS

LEASE WITH MAINTENANCE AGREEMENT

FINANCIAL SERVICES

1000 / 1000 (1000 1000 1000 1000 1000 10	APPLICATION NUMBER	AGREEMENT NUMBER
The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba But (excluding software) and you have the right to use it under the terms of this Lesse.	Financial Services. The Toshiba Equipment is covered by iness Solutions (TBS) provider. We own the Equipment	

USTOMER CONTACT	Village of Northfield	Fed. Tax ID #:			
gal Company Name:	Village of Northinela	Bill-To Phone:	330-467-7130	Bill-To Fax:	
ntact Person:				orthfield, oh 4406	67
ling Address:	10455 northfield road	City, State-Zip:		Notaniela, on 44001	
uipment Location: different from above)		City, State-Zip:			
BS LOCATION				tbsoh	
entact Name:	nick kumar	Subsidiary Location:		[DSOIT	<u> </u>
QUIPMENT WITH CON	SOLIDATED MINIMUMS		ŞERL	AL NUMBER	STARTING METER
EN DESCRIPTION		ın .			
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umber of Payments: 63	of \$ 249.80 Secure	ty Deposit \$	er B&W Image	a second	
ayment includes: 3,000	B&W images Per Month - Excess Ima		- Calar Imaga	End-of-Lease Options: You will have the following	g options at the end of your
ayment includes:	Color Images Per Month - Excess Ima	ages at total		orininal term, provided th	e Lease has not terminated
ayment includes:	Scan Images Per Month - Excess Ima	ages at		early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value 2. Renew the Lease per section 16 3. Return Equipment	
ayment includes:	Black Print Images Per Month - Exce	ss images at	er Black Fillik illinge		
ayment includes:	Color Print Images Per Month - Exce	30 II I I I I I I I I I I I I I I I I I	0, 00.0, 1 1		
4)					
voess Images Billed: Mont	thly Quarterly Lease payment	period is monthly unless otherwis	se indicated.	il Feyinment	
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TERMS AND CONDITIONS

- 1. Lease Agreement: You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinalter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the equipment and are not party to any service maintenance agreement.
- 2. Lease Commencement: This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or selbill for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/20th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
- 3, image Charges: Each month during the Term of this Lease, you agree to remit to us the Lease Payment and all other sums when due and payable to the address we provide to you from sine to Sine. In return for the Lease payment, you are entitled to produce the Minimum Number of Images for each applicable Image type each month. You also agree to pay us the Excess per Image Charge for each metered image that exceeds the applicable Minimum Number of Images. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us sess than the Minimum Payment each month. You agree that we reserve the right to increase the lease Payment and/or the Excess per Image Charge each year during the Term of the Schedule by an amount not to exceed ten percent (10%) of the Lease payment and/or the Excess per Payment each month. Image Charge in effect at the end of the prior annual period. At our option, you will (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with TBS, you continue to pay us all Lease payments and Excess per Image Charges without deductions or withholding deductions
- 4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND THE BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT 'AS IS'. NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY
- 5. Statutory Finance Lease: You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article
- 6. Security Interest: You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
- U. SECURITY INTO SEAL OF THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the 7. Use Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of you obligations, under
- any purchase agreement for the Equipment. We assign to you all our rights under any TBS warrandes, so long as you are not in default. 8. Taxes and Lease Charges: You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement
- 9. Indemntty: You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our
- gross negligence or withut misconduct. We reserve the right to control the defense and to select or approve defense coursel. This indemnity will survive the termination of this Lease. 10. Risk or Loss; insurance: You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the Insurance and administrative fee. The cost many be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly properly damage surcharge in the amount of ,0035 of the total atream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies
- 11. Right to Perform: If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 11. Representations: (a) You represent and warrant to us that (1) you have the lawful power and authority in enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this
- 13. Default: You will be in default under this Lease it (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, slop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law; (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
- 14. Remedies: If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 6% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales,
- with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain table for any deficiency with any excess being retained by us. 15. Purchase Option: At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment, as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 16. Automatic Renewal: This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 17. Return of Equipment: If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately
- available for use by a third party, other than you, without the need for any repair or returbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories. 18. Assignment: We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignment or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any
- 19. Personal Property Tax (PPT): You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the
- prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. 20. Tax Indemnify: You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 21. Governing Law: BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby
- interocably submit generally and inconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such malters. 22. Miscellaneous: This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given live days after making to your or our making address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in uses Lease, you agree to you agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those aboved by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.
- a. TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If service is provided at time other than during TBS's normal business hours is furnished upon your request, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary by carelessness of the operator, accident, misuse (including other than during TBS's normal business hours is furnished upon your request, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary by carelessness of the operator, accident, misuse (including tailure to follow the manufacturer's published operating manual) abuse, neglect, theft, not, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of service by personnel not authorized by TBS or the use of
- supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you. b. Except as provided below, TBS will replace all covered parts, consumables and supply items as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casually.
- d. Under this Lease. TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Lease is strictly limited to that imposed by law and there is no contract imposing any greater
- e. Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight tee to cover the cost of
- shipping supplies. You agree to use the supplies provided at 'no charge' on the Equipment. You will not take designated supplies from Equipment to be used in any other equipment not covered by this Agreement. You must purchase paper and staples separately. I. Stated supply item yields represent 100% of manufacturer stated yields based on standard Tetter size copies with 5% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-45 AN EMERGENCY RESOLUTION AUTHORIZING CERTAIN AMENDMENTS TO THE 2016 APPROPRIATION RESOLUTION AND/OR TRANSFERRING ITEMS ALREADY APPROPRIATED IN THAT RESOLUTION

WHEREAS, as the result of certain occurrences, information, and expenditures, amendments to the year 2016 Appropriation Resolution and/or transfers of items already appropriated in the Appropriation Resolution are required.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of

Northfield, County of Summit, and State of Ohio:

SECTION 1. That in order to provide for certain expenditures during the 2016 calendar year, Council hereby and herein authorizes the amendments to the Year 2016 Appropriation Resolution and transfers of items already appropriated in the year 2016 Appropriation Resolution in the amounts and to the funds set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that this action is required by state law and is necessary for the operation of the Village government, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

Section 4.11	e case may be, pursuant to village of Northheld Charter
IN WITNESS WHEREOF	, we have hereunto set our hands this day , 2016.
	Nicholas Magistrelli, President Pro-Tem of Council
Approved as to Legal Form.	Jesse J. Nehez, Mayor
	Bradric T. Bryan, Director of Law
Ohio do hereby certify that the	of Council of the Village of Northfield, Summit County foregoing Resolution was duly and regularly passed by e day of,
$\nu = \nu$	Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD									
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For May 25, 2016 Council Mee	eting								

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